

C. DUKES SCOTT
EXECUTIVE DIRECTOR

1401 Main Street, Suite 900
Columbia, SC 29201



DAN E. ARNETT
CHIEF OF STAFF

Phone: (803) 737-0800
Fax: (803) 737-0801

sreibol@regstaff.sc.gov

Shealy Boland Reibold
Counsel for ORS

VIA E-FILING AND US MAIL

October 31, 2008

Mr. Charles Terreni
Chief Clerk/Administrator
Public Service Commission of South Carolina
P.O. Drawer 11649
Columbia, SC 29211

IN RE: Application and Revised Tariff Pages of Bell Atlantic Communications, Incorporated d/b/a Verizon Long Distance for Approval of a Maximum Rate Revision to Its Monthly Recurring Charge (MRC) to the Plan B Service (Best Times)
Docket No. 2008-366-C

Dear Mr. Terreni:

Enclosed please find a Settlement Agreement executed by the parties to this docket, the South Carolina Office of Regulatory Staff ("ORS") and Bell Atlantic Communications, Incorporated d/b/a Verizon Long Distance ("Bell Atlantic").

In its application, Bell Atlantic requested the tariff revisions become effective on November 1, 2008. Due to scheduling and the required notice, the November 1 deadline will not be met. However, since time is of the essence, ORS does not object to expedited review of the tariff revisions by the Public Service Commission.

Thank you for your assistance in this matter. If further information is needed, please do not hesitate to contact me.

Sincerely,

Shealy Boland Reibold
Shealy Boland Reibold

cc: Connie Wightman
Lorri Wright

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2008-366-C
October 31, 2008

IN RE:

Application, Revised Tariff Pages, and Proposed)
Notice of Filing of Bell Atlantic Communications,)
Incorporated d/b/a Verizon Long Distance)
For Approval of an Increase of a Maximum)
Rate Revision to Its Monthly Recurring Charge)
To the Plan B Service (Best Times Plan))
_____)

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made by and among the Office of Regulatory Staff ("ORS") and Bell Atlantic Communications, Incorporated d/b/a Verizon Long Distance ("Verizon" or "Company") (collectively referred to as the "Parties" or sometimes individually as "Party");

WHEREAS, on September 25, 2008, Verizon filed an application requesting a tariff revision, which the Company requested to become effective on November 1, 2008. This filing would increase the maximum and current rates for the Company's Plan B Service Monthly Recurring Charge (MRC). The Company proposes to increase the Plan B Service MRC maximum rate to \$11.95. If approved by the South Carolina Public Service Commission ("Commission"), the Company plans to increase the current Plan B Service MRC rate from \$5.95 to \$6.95;

WHEREAS, in accordance with the directive of the Commission, on October 13, 2008 the Company filed with the Commission proof of publication of the Notice of Filing in this matter in *The State* newspaper on or about October 2, 2008, and;

WHEREAS, no other parties have intervened in this matter by the last intervention date of October 30, 2008, as stated in the aforesaid public notice, and;

WHEREAS, since the filing of the notice, ORS has reviewed the proposed tariffs and rate schedules submitted by Verizon;

WHEREAS, to ensure compliance with the Commission's statutes and regulations, the Parties have agreed to the following comprehensive settlement of all issues in this docket;

WHEREFORE, in the spirit of compromise, the Parties hereby stipulate and agree to the following terms and conditions;

1) The Parties agree to stipulate into the record before the Commission this Settlement Agreement;

2) Verizon agrees to provide a minimum of thirty (30) days' notice to current subscribers of its Plan B Service MRC of the increase in rates requested in this matter prior to their being implemented and charged to such current customers;

3) The Parties agree that the Company should be granted the requested increase in its maximum rates for its Plan B Service MRC and to make the requested revisions to its tariff on file with the Commission;

4) ORS is charged by law with the duty to represent the public interest of South Carolina pursuant to S.C. Code § 58-4-10(B) (Supp. 2007). S.C. Code § 58-4-10(B)(1) through (3) reads in part as follows:

... 'public interest' means a balancing of the following:

- (1) concerns of the using and consuming public with respect to public utility services, regardless of the class of customer;
- (2) economic development and job attraction and retention in South Carolina; and
- (3) preservation of the financial integrity of the State's public utilities and continued investment in and maintenance of utility facilities so as to provide reliable and high quality utility services.

ORS believes the Settlement Agreement reached among the Parties serves the public interest as defined above;

5) The Parties agree to advocate that the Commission accept and approve this Settlement Agreement in its entirety as a fair, reasonable and full resolution of all issues in the above-captioned proceeding and to take no action inconsistent with its adoption by the Commission. The Parties further agree to cooperate in good faith with one another in recommending to the Commission that this Settlement Agreement be accepted and approved by the Commission. The Parties agree to use reasonable efforts to defend and support any Commission order issued approving this Settlement Agreement and the terms and conditions contained herein;

6) The Parties agree that signing this Settlement Agreement will not constrain, inhibit, impair, or prejudice their arguments or positions held in other collateral proceedings, nor will it constitute a precedent or evidence of acceptable practice in future proceedings. If the Commission declines to approve the Settlement Agreement in its entirety, then any Party desiring to do so may withdraw from the Settlement Agreement without penalty or obligation.

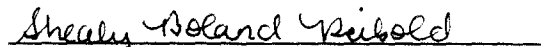
7) This Settlement Agreement shall be interpreted according to South Carolina law;

8) The above terms and conditions fully represent the agreement of the Parties hereto. Therefore, each Party acknowledges its consent and agreement to this Settlement Agreement by affixing its signature or by authorizing its counsel or authorized representative to affix his or her signature to this document where indicated below. The signature of the parties counsel or authorized representative represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and e-mail signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Settlement Agreement. The Parties agree that in the event any

Party should fail to indicate its consent to this Settlement Agreement and the terms contained herein, then this Settlement Agreement shall be null and void and will not be binding on any Party.

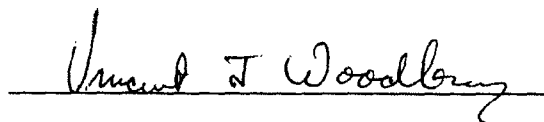
WE AGREE:

Representing the Office of Regulatory Staff


Shealy Boland Reibold, Esquire
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201
Phone: (803) 737-0800
Fax: (803) 737-0895
E-mail: sreibol@regstaff.sc.gov

WE AGREE:

**Representing Bell Atlantic Communications, Inc. d/b/a
Verizon Long Distance**


Vincent J. Woodbury
President – Verizon Long Distance